

# CHESTERFIELD COUNTY

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[www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp](http://www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp)

*Our vision is to be recognized by our customers and professional peers as an innovative provider of excellence in customer service and as a leader in the purchasing profession.*

*Our mission is to support our customers in performing their mission by providing quality purchasing services.*



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SPECIFICATIONS AND INVITATION FOR BIDS

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**Purchasing Department  
9901 Lori Road  
P. O. Box 51  
Chesterfield, VA 23832-0051  
Telephone No. (804) 748-1617**

**CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
GENERAL TERMS, CONDITIONS, AND INSTRUCTIONS  
IMPORTANT - READ CAREFULLY BEFORE SUBMITTING BID**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- a. Sealed bids shall be received until, but no later than the specified time and date of opening as designated in the invitation. Late bids shall be rejected. **Bids, to include addenda or changes to a response, shall not be accepted via a FAX machine or by Internet E-mail.**
- b. In the event that Chesterfield County is closed due to inclement weather and/or emergency situations prior to or at the time set aside for the published bid opening, the bid opening date will default to the next open business day at the same time.
- c. All bids shall be signed on the Terms and Signature Sheet in order to be considered. Bids submitted without a signature shall be rejected. If the Bidder is a partnership or corporation, the Bidder shall show the title of the individual signing the bid, and if the individual is not an officer of the partnership or corporation, if requested, the Bidder shall submit proof that the individual has the authority to bind the partnership or corporation.
- d. **Only when specifically requested in the white pages of the Bid Documents,** shall each bid be accompanied by a bid bond with surety satisfactory to the County Attorney or a Cashier's or a Certified Check, made payable to the Treasurer, Chesterfield County, in an amount equal to five percent of the total bid price. In the event of default by the Bidder, the five percent deposit shall be and represent liquidated damages to the County. Bids received without a bid bond, when specifically requested, shall be rejected.
- e. Bids concerning separate bid invitations are not to be combined on the same form or placed in the same envelope. Bids submitted in violation of this provision may not be considered.
- f. Unless otherwise specified, Bidders are to use the bid form furnished by the County.
- g. No bid shall be altered or amended after the specified time for opening.

**2. AMENDING BIDS:** Amending or withdrawing bids by a potential bidder prior to bid opening: A potential bidder may amend and/or withdraw a bid before the due date and time set for receipt of bids. All requests from a potential bidder to return their bid shall be in writing, addressed to the Purchasing Department, and signed by a person authorized to represent the person or firm that submitted the bid. The potential bidder may be contacted by telephone to verify the authorization of the return request and the signature involved if there is doubt as to the documents authenticity. **All amendments/alterations to the bid are to be initialed by an individual authorized to represent the person or firm that submitted the bid.**

**3. WITHDRAWAL OF BIDS:**

**Withdrawal: Construction** (*Code of Virginia 2.2-4330*)

- a. A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of a bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

**No bid may be withdrawn after the scheduled closing time for receipt of bids for sixty (60) calendar days, except as provided in Section 2.2-4330(A)(i), *Code of Virginia*, which states the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure. Any withdrawal request made to the Director of Purchasing must be accompanied by bidder's original work papers, or such request will be rejected.**

In order for work papers, documents and materials submitted pursuant to this section to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**Withdrawal: (other than construction)**

- b. A bidder for a public contract may request withdrawal of his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or unintentional omission of a quantity of work, labor, or material made directly in the compilation of the bid which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. If a bid contains both clerical and judgment mistakes, a bidder may request withdrawal of his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid which shall be clearly shown by objective evidence drawn from inspection of original work papers documents and materials used in the preparation of the bid sought to be withdrawn. In order for work papers, documents and materials submitted with the notice of withdrawal to be deemed a trade secret or proprietary information pursuant to *Code of Virginia*, subdivision F of 2.2-4342, a bidder must expressly invoke the aforementioned statute in the notice of withdrawal and specifically state the reasons why protection under 2.2-4342-F is necessary.

**4. DENIAL OF WITHDRAWAL OF BID: (*Code of Virginia* 2.2-4330)**

If the County denies the withdrawal of a bid, it shall notify the bidder in writing stating the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder.

**5. MISTAKES IN BIDS**

- a. Mistakes discovered following bid opening but prior to award: If there is a significant and obvious disparity between the prices of the lowest apparent responsive bidder and other bidders, the low bidder may be contacted by the purchasing authority to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in the bid and can provide clear and convincing evidence that supports the existence of a clerical error to the satisfaction of the purchasing authority, the bid may be withdrawn only after approval by the County.
- b. Mistakes discovered after award: Bids containing mistakes by bidders shall not be withdrawn after award of a contract or issuance of a purchase order.

**6. PRICING:**

- a. Bidder warrants by virtue of bidding that prices, terms and conditions quoted in his bid will be firm for acceptance for a period of sixty (60) days from the date of bid opening unless otherwise stated by the County or Bidder.
- b. Prices should be stated in units of quantity as specified in the bid form. In case of error in extension of prices in the bid, the unit price shall govern.
- c. When a bid is for goods and/or services to be delivered on a one time only or staggered basis, only firm pricing shall be given consideration. General terms such as "price in effect at time of delivery" shall not be considered for award.

7. **PERFORMANCE AND PAYMENT BOND:** When requested in the bid, the County shall require the successful bidder to furnish a performance bond and labor and material payment bond with surety satisfactory to the County Attorney in the amount of the contract price at the time of or prior to execution of the contract. If bonds are requested in the bid, the successful Bidder shall pay the cost thereof; if not specified, the successful Bidder, when requested to do so, shall secure the bonds and the County shall pay the cost thereof.
8. **DELIVERY POINT AND TERMS:** All items shall be delivered F.O.B. destination, and freight, delivery costs, and incidental charges shall be included in the bid price(s). Failure to do so may be cause for not making award to a Bidder. The Bidder shall assume all liability and responsibility for the delivery of merchandise in good condition to the specified delivery location(s).
9. **CASH DISCOUNTS:** Cash discounts will be considered in determining the award. If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of the bid.
10. **USE OF BRAND NAMES/SUBSTITUTIONS:** Unless otherwise specified in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality desired, and any product which the County in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

In requesting a proposed substitution, the bidder shall submit with the bid form the name of the manufacturer, model number, and complete specifications on the proposed substitution for evaluation by the County. The bidder shall submit, with the bid form, a detailed list of any deviations from these specifications, written or implied. The bidder assumes responsibility for all changes in the work required as a result of the proposed substitution, including any change not listed in the request, but determined by the County to be necessary at a later point of progress in the work.

It shall be understood that the burden of proof for an "equal" product shall be and remain the sole responsibility of the bidder. The County's failure to object to a manufacturer shall not constitute a waiver of any of the requirements of the contract documents, and all products furnished by the listed manufacturer must conform to such requirements. The County's decision of approval or disapproval of a proposed substitution shall be final.

11. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. Unless otherwise specified in bid, products bid must be new, the latest model, the best quality, and the highest grade workmanship.
12. **ACCEPTANCE OF MATERIAL:** The goods and/or services delivered as a result of this bid shall remain the property of the seller until a physical inspection is made, and thereafter accepted to the satisfaction of the County. In the event the goods and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon notice (verbal or in writing) to the seller and return goods to seller at the seller's expense.
13. **DELIVERY:** In the appropriate space, the bidder shall state the time of proposed delivery or project completion in number of calendar days. Unless otherwise specified, quote the earliest delivery possible, as this may be considered a factor in making award. Delivery expressed in calendar days may be given preference over such general terms as "stock", "immediately", and "as soon as possible". As time will be of the essence for any orders placed as a result of this bid, the County reserves the right to cancel such orders, or any part thereof, without obligation, if delivery is not made at the time(s) specified on bid form.
14. **COPYRIGHTS OR PATENT RIGHTS:** The bidder certifies by submission of bid that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this bid. The successful bidder shall, at his own expense, defend any and all actions or suits charging such infringement, and will save Chesterfield County, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation.
15. **SAMPLES:** Evidence in the form of samples may be requested if brand being quoted upon is other than as specified. The County reserves the right to request that such samples be furnished at the time of bid opening. The County also reserves the right to request samples after the date of bid opening. Requested samples shall be

furnished free of expense to the County and if not used in testing or destroyed, will, upon request at the time of submission of sample, be returned at the bidder's expense.

16. **TAXES:** Chesterfield County is exempt from payment of Federal Excise Tax and State and Local Sales and Use Tax on all tangible personal property purchased or leased by Chesterfield County for its use or consumption. Tax exemption certification will be furnished upon request. Sales tax, however, is paid by Chesterfield County on materials and supplies that are installed by a contractor and become a part of real property. Contractors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a bid.
17. **LICENSES, PERMITS, AND FEES:** All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.
18. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder and shall be deemed accepted upon approval by Chesterfield County. In case of default by the successful bidder, or failure to deliver the goods and/or services ordered by the time specified, the County may terminate the purchase order and/or contract, and after due notice (verbal or in writing) may procure them from other sources and hold the defaulting bidder liable for any resulting additional cost.
19. **QUALITY EXPECTATION STATEMENT:** Chesterfield County, through its "Total Quality Improvement" initiative, is a recognized leader in providing quality products and services at the most effective cost possible. Therefore, the County fully expects, requires, and shall hold all Contractors, and all agents, staff, representatives, and subcontractors of the Contractor, responsible for, and accountable to, the highest quality standards of professional workmanship, products and services. In the spirit of the County's total quality improvement initiative, the Contractor shall be expected to become a member of the team and perform or provide all work, services and products with a target of "zero defects - zero rework".
20. **AWARD PHILOSOPHY:** Award will be made by the County to the lowest responsible bidder with the lowest responsive bid which is in substantial conformance with the terms, conditions, and specifications of the bid and is in conformance with the *Code of Chesterfield County* and the *Code of Virginia*.

Chesterfield County reserves the right to accept or reject any or all bids or parts of bids, to waive informalities, and to request rebids. The County also reserves the right to award the bid in a manner which the County deems will best serve its interest. Bids making exceptions to the terms and conditions included in this invitation may be considered, but preference may be given to bids with no exceptions taken. It further reserves the right to award the bid on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County, unless otherwise specified. The County may award a bid to a single contractor or to multiple contractors. It also reserves the right to increase or decrease quantities at the unit price bid.

21. **FACTORS OTHER THAN PRICE IN AWARD DECISION:** The following factors in addition to price (as they apply) shall be a consideration in the award decision:
  - a. The ability to provide references which may substantiate past work performance and experience in the type of work required for the contract. The lowest responsive bidder(s) may be required to furnish a contractor qualifications statement, to include references, prior to any such award. The County may contact all references furnished by bidders. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the bidder. If, in the sole opinion of the County, a bidder is determined to be non responsible as a result of any investigation conducted by or for the County, award will not be made to that bidder.
  - b. The quality of performance/workmanship of previous contracts for goods and/or services delivered to or performed for the County.
  - c. The timely completion of previous contracts for services or the timely delivery of past orders for goods.
  - d. The sufficiency of financial resources and its impact on ability of the bidder to perform the contract or provide the services.

- e. The County reserves the right, at its option, to conduct on-site inspections of any bidder's facilities prior to award. The results of any such inspection will be considered by the County in determining bidder's capabilities of successfully administering the contract.
  - f. The ability and availability of the bidder to provide both quality and timely maintenance, service, and/or parts.
  - g. The resale value, life cycle costing and value analysis of a product.
  - h. The availability and capability of local and regional vendor support as it affects the quantity, quality, and timeliness of the goods and/or services.
  - i. Timely delivery of goods or timely completion of services as stated by bidder.
  - j. Substantial compliance or noncompliance with specifications set forth in bid as determined by the County.
  - k. Inventory capability as it relates to a particular bid.
  - l. Results of product testing.
22. **STATE REGISTRATION OF CONTRACTORS (IF APPLICABLE):** Attention is directed to Chapter 11, Title 54.1 of the *Code of Virginia* (Re: State registration of contractors when applicable), which requires that all bidders shall show evidence of the proper license under the provision of this chapter before such bid is considered.
23. **INTERPRETATION OF BID:** If any party contemplating the submission of a bid on this invitation is in doubt as to the true meaning of any part of the bid, the Purchasing Department should be contacted. Any change to the Invitation to Bid will be made only by written addendum mailed to prospective bidders at the addresses furnished for such purposes. The County will not be responsible for any changes except as noted through a written addendum.
24. **PROPRIETARY INFORMATION:** Section 2.2-4342-E of the *Code of Virginia* states: Trade secrets or proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of 2.2-4317 shall not be subject to the Virginia Freedom of Information Act (2.2-3700 et seq.); however, the bidder, offeror, or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.
25. **GOVERNING LAW:** Any contract resulting from this Invitation to Bid shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia, in and for Chesterfield County.
26. **TIE BIDS:** In the case of a tie bid, the County may give preference to goods, services, and construction produced in the County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to Section 2.2-4324 of the Code of Virginia. If no County or Commonwealth choice is available, the tie shall be decided by lot.
27. **NONASSIGNMENT:** Parties to any resulting contract shall not assign the contract without written consent of the other(s). If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the contract.
28. **AUDIT OF VENDOR RECORDS:** The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.
29. **NEGOTIATION:** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the low bidder to obtain a contract price within available funds.

30. **SECTION 2.2-4311 CODE OF VIRGINIA:** Every contract for goods or services over \$10,000 shall include the following provisions:
1. During the performance of this contract, the Contractor agrees as follows:
    - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
  2. The Contractor shall include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
31. **APPROPRIATION OF FUNDS:** The continuation of the terms, conditions, and provisions of any resulting contract beyond June 30 of any year, the end of the County's fiscal year, are subject to approval and ratification by the Chesterfield County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
32. **SCHOOL BOARD:** When goods and/or services are for the benefit of Chesterfield County Schools, the contract shall be entered into on behalf of the Chesterfield County School Board.
33. **REQUIREMENTS CONTRACTS:**
- a. Whenever a bid is sought seeking a source of supply for a requirements contract for goods and/or services, the quantities or usage shown are estimates only. No guarantee or warranty is given or implied by Chesterfield County as to any minimum or total amount that may or may not be purchased from any resulting contracts.
  - b. The County reserves the right, at its sole option, to renew the contract for consecutive terms.
  - c. The County reserves the right to award bids for requirements contracts based on the pricing of the initial term of the contract or any combination of initial and renewal terms.
  - d. The County may award a bid to a single contractor or to multiple contractors.
  - e. The County reserves the right not to renew the contract at the end of the initial term or any subsequent term.
  - f. The County reserves the right to terminate the contract upon written notice to the contractor(s).
  - g. In the event that a requirements contract is awarded for goods and/or services, the County reserves the right to bid individual bulk purchases if the County deems it will best serve their interest.
  - h. It is understood and agreed to between the parties in a resulting contract that Chesterfield County shall not be obligated to purchase or pay for materials under such contract unless and until they are ordered and delivered.
  - i. Bids based on a firm price or those including a "downward escalator" clause for a requirements contract term may be given preference over lower ones bearing an "escalator" clause.
  - j. The County has the right to extend this contract up to and not to exceed one hundred twenty (120) days following the last term of renewal.

#### 34. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace
- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

35. **ENVIRONMENTAL MANAGEMENT:** Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
36. **SECTION 2.2-4343.1 CODE OF VIRGINIA:** Chesterfield County does not discriminate against faith-based organizations.



CHESTERFIELD COUNTY PURCHASING DEPARTMENT  
CHESTERFIELD, VIRGINIA 23832-0051  
(804) 748-1617

Bid Prepared By:

**Sheila R. Ladd,  
Purchasing Specialist**

Invitation To Bid Number:

**03-35148-8886**

July 30, 2003

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Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the Purchasing Department, Chesterfield Administration Building, Room 402, until, but no later than **3:30 p.m.** Local Time Prevailing **August 14, 2003**, and then publicly opened and read aloud for **Pricing and Delivery on One (1) Nutrient Analyzer.**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department (804) 748-1617, three working days prior to need.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the Terms and Signature Sheet and return bid document to: Chesterfield County Purchasing Department, Administration Building - Room 402 - Fourth Floor, 9901 Lori Road, P.O. Box 51, Chesterfield, VA 23832-0051. **Mark outside of your envelope with Invitation for Bid #03-35148-8886 and opening date of bid.**

**Bids, to include addenda or changes to a response, shall not be accepted via Fax machine or by Internet E-mail.**

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bidders are responsible for ensuring that their bids are stamped by Purchasing Department personnel before the deadline indicated. **Late bids received will be so noted in the bid file in order that the vendor's name will not be removed from the subject commodity/service list.**

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited.

For information pertaining to the award on this procurement transaction, bidders and/or offerors may access public notification electronically at  
[www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp](http://www.co.chesterfield.va.us/ManagementServices/Purchasing/purchase.asp).

## **COMMITMENT TO DIVERSITY AND CHESTERFIELD BUSINESSES**

Chesterfield County is a rapidly growing progressive community consisting of an increasingly diverse population. This diversity provides for a dynamic and robust community that promotes growth. Chesterfield County believes that all of its citizens should benefit from this economic growth without regard to race, color, religion or economic status.

The county is committed to increasing the opportunities for participation of minority business enterprises, woman-owned businesses and businesses located in Chesterfield County to ensure diversity in its procurement and contract activities. These businesses are encouraged to respond to all Invitations for Bids and Requests for Proposals. In addition, the county strongly encourages each contractor and/or supplier with which the county contracts to actively solicit minority business enterprises, woman-owned businesses and businesses located in the county as subcontractors/suppliers for their projects.

Upon award/renewal of the contract, the successful bidder/offeror shall furnish data requested on the Certification of Subcontractor/Supplier Activity form included in this IFB/RFP document. This information will enable the county to document the dollar level of activity and measure the success of its purchasing and contracting efforts in this endeavor.

### **DEFINITIONS:**

For purposes of Chesterfield County's classification and reporting program, in cooperation with the Virginia Department of Minority Business Enterprise, the following definitions apply:

Woman-Owned Business (WOB) - a business concern that is majority owned by a woman who also controls and operates the business. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

Minority Business Enterprise (MBE) - a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: African Americans, Asian Americans, Native Americans, Eskimos and Aleuts. (Reference: 2.1-6432.1 of the *Code of Virginia*)

Chesterfield Business (CB) - any private business enterprise, located within the jurisdictional boundaries of Chesterfield County.

Minority - a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following:

Asian Americans - all person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands including but not limited to Japan, China, Vietnam, Korea, Samoa, Laos, Cambodia, Taiwan, northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Srilanka and who are regarded as such by the community of which these persons claim to be a part.

African Americans - all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.

Hispanic Americans - all persons having origins in any of the Spanish-speaking peoples of Mexico, South or Central American, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.

Native Americans - all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.

Eskimos and Aleuts - all persons having origins in any part of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

Members of other groups - all other individuals found to be socially and economically disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act (15USC637)[a]. (VR486-01-02; September 9, 1992).

CERTIFICATION OF SUBCONTRACTOR/SUPPLIER ACTIVITY  
MINORITY BUSINESS ENTERPRISES, WOMAN-OWNED BUSINESSES  
AND CHESTERFIELD BUSINESSES

Project/Contract Name/Number:

Contractors shall furnish the information requested below regarding subcontractor(s) or supplier(s).

**(This form will be sent by the Purchasing Department to the contractor for completion at the time of award/renewal, as appropriate.)**

Name and Address of Subcontractor/Supplier	(T) MBE	(T) WOB	(T) CB	Commodity or Service	Dollar Amount

If a continuation of this list of subcontractors/suppliers is needed, please attach additional pages to this form.

I have no MBE, WOB or CB applicable to this contract \_\_\_\_\_(T )

Contractor hereby certifies that the above information is correct.

Complete Legal Name of Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Form Prepared By: \_\_\_\_\_  
(Type or Print)

## **SCOPE**

The purpose of this Invitation For Bid is to obtain pricing and delivery on one (1) Nutrient Analyzer and components for Addison-Evans Water Production & Laboratory Facility, 13400 Hull Street Road, Midlothian, VA 23112.

## **SPECIAL CONDITIONS**

### **RESPONSIBILITY OF BIDDER**

Bidders shall contact Sheila Ladd, Purchasing Specialist at (804) 748-1462 or George Duval, Water Plant Manager at (804) 744-0168 for clarification of specifications.

The Bidder shall make a careful examination of the project site, shall familiarize themselves with existing conditions, and shall satisfy themselves as to the quantity and quality of materials and workmanship required for the work.

LICENSES, PERMITS, AND FEES: All bids submitted shall have included in price the cost of any business and professional licenses, permits, or fees required by Chesterfield County or the Commonwealth of Virginia.

Request for interpretation of specifications should be addressed to: **Sheila R. Ladd, Purchasing Specialist at (804) 748-1462 or Mr. George Duval, Water Plant Manager at (804) 744-0168** to be given consideration and should be received at least five days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the specifications which, if issued, will be mailed or faxed to all prospective bidders (at the respective addresses or fax numbers furnished for such purposes), not later than three days prior to date fixed for the opening of bids. Failure of any bidders to receive any such addendum or interpretation shall not relieve such bidder from any obligation under their bid as submitted. All addenda so issued shall become part of the bid documents.

The submission of a Bid shall constitute a warranty by the bidder that he has complied with the requirements of this paragraph. The bidder is bound to their bid and the bid reflects an affirmative representation that they have examined the bid thoroughly.

## **FINAL INSPECTION**

The successful Bidder shall provide the services of a knowledgeable field representative or engineer for two (2) days minimum, to inspect the completed installation for conformance with specifications and to aid in start-up.

## **DELIVERY OF EQUIPMENT**

The successful Bidder shall be responsible for delivering equipment inside the building, assembling, setting in place, and removing all packaging and trash.

The successful vendor shall contact George Duval at (804) 744-0168 to schedule delivery.

## **WARRANTY**

- A. All equipment shall be covered a minimum one (1) year warranty against defects in materials and workmanship effective from date of delivery to the County.

- B. The supplier shall provide parts at no additional cost for one (1) year on any equipment ordered.

**EXTENDED SERVICE/MAINTENANCE** (After initial one-year warranty period)

- A. Extended service/maintenance shall be available from the supplier. The bidder shall furnish, with the bid, information on the extended service/maintenance, which is available after the initial warranty period. The information shall include yearly cost and a copy of any agreements, which the County would be required to sign. Space has been provided within the Proposal for the yearly cost, the service facility name/location, telephone, fax number, and contact person.
- B. Attached for the bidder's review is a sample copy of the County Equipment Maintenance Contract Rider. Should the County elect to proceed with the offered maintenance program, following the initial one-year warranty period and be required to sign the bidder's maintenance agreement, the bidder shall be required to execute this document.

**DESCRIPTIVE LITERATURE**

Descriptive literature detailing the performance specifications and technical information shall be submitted with this bid for evaluation purposes.

**CONTRACTOR'S DATA SHEET**

Bidder shall complete the Contractor's Data Sheet included in this bid document and return said sheet with their bid, as this information will become part of the evaluation criteria.

**OPERATION/MAINTENANCE MANUALS**

The successful bidder shall furnish, as applicable, complete sets of original operation and maintenance manuals(s) for equipment in this bid. Photocopy of these manuals are not acceptable.

## **SPECIFICATIONS**

The following specifications are based on equipment manufactured by Skalar, Inc. and are intended to define the level of quality and performance of the requested equipment and not to be restrictive. Products offered shall be of equivalent dimensions, quality and performance. Bidders offering other equipment shall submit, with their bids, an itemized comparison with this specifications documenting equivalence for dimensions, quality and performance. The offered equipment shall provide the following or equivalent features as noted hereinafter:

### **SPECIFICATIONS FOR NUTRIENT ANALYZER TO BE USED FOR ANALYSIS OF SURFACE WATER SAMPLES**

#### **GENERAL STATEMENT:**

The analyzer needs to test for Ortho/Total Phosphate with a Phosphorous detection limit of 1 PPB; Nitrate/Nitrite with detection limits of 10 PPB, Ammonia with a detection limit of 10 PPB and total Kjeldahl Nitrogen with a detection limit of 100 PPB.

#### **AUTO SAMPLER:**

- 140 sample cup positions with 4 removable sample trays (each tray: 35 sample cup positions, maximum sample volume: 12 ml).
- 11 separate containers for standards and QC samples.
- Capability to add, insert, or delete samples during the run.
- For optimum accuracy, dilutions of over-range samples are performed in a reserved, empty sample cup, by a separate dilution probe (no electronic switching valves). Nine (9) separate sample cup positions available for over-ranged samples allowing up to three user defined pre-run or post-run dilutions of over-ranged samples.
- Has built-in, closed rinsing pump to rinse the sample needle inside and outside to prevent cross contamination between samples.

#### **CHEMISTRY HOLDER:**

- Reagent valve system: each reagent valve is independently controlled by the computer.
- Capacity to install four (4) analytical chemical cartridges for simultaneous analysis.
- Separate waste receptacles for each chemistry cartridge.
- RS 232 communication with computer and sampler.

#### **PUMP UNIT:**

- Variable pump speed (computer controlled).
- Heavy duty, metal-encased, 10 roller design proportioning pumps containing two sections with 16 pump tube positions each. Each section is covered by a single platen of rugged construction requiring no tension adjustment (in contrast to systems using pumps having separate platens for each pump tube which can break, require time to tighten and may require continuous adjustment for correct pump tube tension as they age).
- Pump unit has a separate silent air-injector (not a valve) for providing reproducible and accurate segmentation.
- Use of 3-cuffed pump-tubes providing 2 work sections, doubling pump tube lifetime.

### **ANALYTICAL MANIFOLDS:**

- To minimize carryover, all reagent/sample mixing in the analytical cartridges is done in glass coils. Plastic surfaces are more prone to carryover and are difficult to clean completely.
- The design of the chemistry cartridges provides easy access to all flow components and affords an unobstructed view of the chemistry development from sampler to detector.
- Chemistry modules use minibore transmission tubing with 1.0 to 1.4 mm I.D. This larger tubing permits smooth sample flow and virtually eliminates clogging.
- Required heating for stable color development is done by in-line reactors.
- Depending on the sensitivity required for the analysis, 10, 30 and 50 mm path-length flowcells.
- Each chemistry manifold includes detector filter and flowcell.

### **DIGITAL DETECTOR:**

- Capacity to install 2 removable plug-in type photometer optical heads in the chemistry section to analyze 4 chemistries simultaneously.
- Flowcell and detector filter are self aligning.
- Flowcell designed with the bubble-grating technique treat the signals without de-bubbling the samples, reduces carry-over, permitting shorter sample and wash times, and increases sample throughput. Elimination of air-spikes by software.
- Detectors are isolated from chemistry section to avoid contact between electronics and chemicals.
- Uses a high resolution filter based digital colorimeter. Photometric range 340 to 1010 nm.

### **DATA SYSTEM:**

- Automatic start-up – shut down of an analysis run.
- Automatic selection of sampler rising liquid.
- Automatic dilution and re-sampling of over-ranged sample.
- Automatic preparation of standards from stock standard.
- Single screen display of analysis results, calibration curve.
- Storage of all raw data on disk.
- Calculation of first and second order calibration curve.
- Real time data presentation.
- Real time display of peaks.
- One step data transfer to spreadsheet (Microsoft Excel).
- Password protection in levels.
- Result output to file and/or printer.
- Result and peak editing capability.
- Software upgrades will be free of charge.
- Ability to insert/delete samples from table while running.
- Drift/wash correction feature
- Able to accept bar coded sample.



## **PROPOSAL**

**BASIS OF AWARD - The award of this bid will be on a Total Bid basis. The award shall be made to a single bidder.**

Item No.	Quantity	Description	Unit Price	Total Amount
1.	1 ea.	Skalar #SA 1050-01 Computer Controlled Random Access XYZ Autosampler or approved equal	\$	\$
Make/Model:				
Warranty/Parts:				
Warranty/Labor:				
2.	1 ea.	Skalar #SA 1051 Auto-diluter Station or approved equal	\$	\$
Make/Model:				
Warranty/Parts:				
Warranty/Labor:				
3.	1 ea.	Skalar #SA 4000-01 Chemistry holder for 4 manifolds or approved equal	\$	\$
Make/Model:				
Warranty/parts:				
Warranty/Labor:				
4.	1 ea.	Skalar #SA 350 1-351.2 Chemistry Manifold – Ammonia/TKN or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				
5.	1 ea.	Skalar #SA 461-353.2 Chemistry Manifold - Nitrate+Nitrate or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				

Item No.	Quantity	Description	Unit Price	Total Amount
6.	1 ea.	Skalar #SA 503-365.1 Manifold for Ortho/Total Phosphate or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				
7.	3 ea.	Skalar #SA 6453 30mm Bubble Gating Flowcell or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				
8.	3 ea.	Skalar #SA Filter or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				
9.	1 ea.	Skalar #SA28503902-01 Digital Detector and Data Processing System or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				
10.	1 ea.	Skalar #SA KIT 1-03 Analyzer start up kit or approved equal	\$	\$
Make/Model#				
Warranty/Parts:				
Warranty/Labor:				
TOTAL BID AMOUNT			\$	

**FACTORY AUTHORIZED WARRANTY SERVICE FACILITY:**

Location \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

**EXTENDED SERVICE/MAINTENANCE:** (After initial one-year warranty period)

Cost per year \$ \_\_\_\_\_

(Bidder shall include with bid copies of any agreements, which the County would be required to sign, as well as information on extended service/maintenance available after the initial one-year warranty.)

**FACTORY AUTHORIZED SERVICE EXTENDED SERVICE/MAINTENANCE FACILITY:**

Location \_\_\_\_\_  
\_\_\_\_\_  
Contact Person \_\_\_\_\_  
Phone \_\_\_\_\_  
Fax \_\_\_\_\_

## **SAMPLE**

### **EQUIPMENT MAINTENANCE CONTRACT RIDER**

The maintenance contract attached to this rider is subject to the following definitions, terms and conditions. To the extent that any of the terms of the Equipment Maintenance Contract are inconsistent with the terms of this Rider, the terms of this rider shall control, and the terms of the Equipment Maintenance Contract shall be null and void.

#### 1. **DEFINITIONS**

- A. "County" shall mean **Chesterfield County**
- B. "Contractor shall mean
- C. "Contract" shall mean

#### **INDEMNIFICATION**

Contractor shall indemnify and hold harmless the County and its officials, employees and agents from any and all claims, suits, actions, losses and expenses which may arise as a result of the services provided by the Contract or as a result of the negligence of Contractor or Contractor's agents or employees.

Any provision of this Equipment Maintenance Contract which requires or might require the County to indemnify the Contractor shall be void and of no effect.

#### 3. **ASSIGNMENT**

The conditions and provisions of this Contract shall extend to and bind the agents, successors and assigns of the County and the Contractor. Neither party to this Contract shall assign or transfer its interest in the Contract without the prior written consent of the other, which will not be unreasonably withheld. Any attempted assignment or transfer of interest without the consent of the other party shall be void and of no force or effect.

#### 4. **EQUIPMENT RELOCATION OR MODIFICATION**

The County shall have the right to relocate any equipment covered by the Contract to a new location. The County agrees to advise Contractor in writing of any change in the address where any equipment covered by the Contract is located. Upon relocation of the equipment, Contractor shall continue to perform all of its obligations under the Contract.

#### 5. **SUBCONTRACTING**

Contractor may not subcontract any or all of the work to be performed by it under this Contract without the written consent of the County. Contractor shall retain responsibility for any work which is subcontracted.

#### 6. **TERMINATION**

The County may terminate the Contract, and incur no penalty therefore, provided that the County gives thirty (30) days written notice of termination to the Contractor. The Contractor may terminate this Contract, and incur no penalty therefore, if the County has breached any material term and has not remedied the breach within thirty (30) days after receipt of written notice of the breach from Contractor.

**SAMPLE**

7. STATUTE OF LIMITATIONS

Any action arising out of the services to be provided which are the subject matter of this Contract shall accrue and shall be brought within the limitations of time established by the *Code of Virginia*, 1950, as amended, for such actions. Any provision of the Contract which purports to alter those time limitations or accrual provisions shall be null and void.

8. LIABILITY LIMITATIONS

Any provision of this Contract which limits or attempts to limit the liability of the Contractor shall be void and of no force or effect.

9. AVAILABLE REMEDIES

Any provision of this Contract which limits or attempts to limit any remedies available to the County shall be void and shall have no force or effect.

10. ARBITRATION

Any provision of the Contract which requires or attempts to require the parties to submit disputes to binding or non-binding arbitration shall be void and shall have no force or effect.

11. GOVERNING LAW

This Contract shall be governed by the provisions hereof and by the laws of the Commonwealth of Virginia. Any dispute arising out of this Contract shall be resolved in the Courts of the Commonwealth of Virginia in and for the County of Chesterfield.

12. NON-APPROPRIATION OF FUNDS

A. In the event that funds are not appropriated for this Contract for any County fiscal year, following the County's current year, the Contract shall terminate automatically as of the last day for which funds were appropriated without the County providing written notice to the Contractor prior to the date of termination.

B. Termination of the Contract pursuant to this section shall not be considered a default by the County. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

13. PENALTIES AND INTEREST

Any provision of this Contract which requires or attempts to require the County to pay interest or late payment penalties, costs, fees or expenses, including but not limited to attorney's fees, shall be void and shall have no force or effect.

14. SECURITY INTEREST

Any provision of the Contract which relates to the granting of a security interest in any property of the County shall be void and shall have no force or effect.

**SAMPLE**

15. NON-DISCRIMINATION

During the performance of this Contract, Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex or natural origin, except where religion, sex or natural origin is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor's business. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor will state that Contractor is an equal opportunity employer in all solicitations or advertisements for employees placed by or on behalf of the Contractor. Notices, advertisements and solicitations placed in accordance with federal laws, rules and regulations shall be deemed sufficient for the purpose of meeting the requirements of this section. Contractor agrees to include the provisions of this paragraph in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

16. MODIFICATION AND WAIVER OF PROVISIONS

Any modification or waiver of any provision of this Contract must be made in writing and executed by authorized representatives of both parties.

17. SEVERABILITY

Any covenant, condition or provision of the Contract that is held to be invalid or unenforceable by any Court of competent jurisdiction shall be considered deleted from this Contract. Such deletion shall in no way invalidate or render unenforceable any other provision of the Contract, unless such deletion materially prejudices the parties in their respective rights and obligations.

18. INTEGRATION

This Contract constitutes the entire agreement, understanding and representation, express or implied, between the parties. This Contract supersedes all prior written or oral agreements and proposals between the parties which are inconsistent with the terms hereof. No other agreements, oral or otherwise, regarding the subject matter of the Contract shall have any validity or bind any of the parties hereto.

19. AUDIT OF VENDOR RECORDS

The County reserves the right to audit all vendor records in contracts where payments are based on contractor's records of time, salaries, materials, or actual expense.

20. DRUG FREE WORKPLACE

During the performance of this contract, the contractor agrees to:

- a. Provide a drug-free workplace for the contractor's employees
- b. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition
- c. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace

**SAMPLE**

- d. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

21. ENVIRONMENTAL MANAGEMENT

Vendor/Supplier/Contractor shall be responsible for complying with all federal, state, and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.

22 Section 2.2-4343.1 CODE OF VIRGINIA; Chesterfield County does not discriminate against faith-based organizations.

23. .CONTRACT RENEWALS

The terms of this Equipment Maintenance Contract Rider shall remain in effect for the duration of the underlying contract, which shall include renewals.

**COUNTY OF CHESTERFIELD**

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**CONTRACTOR DATA SHEET**  
**TO BE COMPLETED AND SUBMITTED WITH BID**

QUALIFICATIONS: Firms shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_years      \_\_\_\_\_months

Provide a minimum of three (3) references which may substantiate past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number and Contact Person

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**TERMS AND SIGNATURE SHEET**

**All bids shall be signed on the Terms and Signature Sheet in order to be considered.**

If a discount is offered, it is required that a minimum of fifteen (15) days be allowed for payment in order for the discount to be considered a factor in the evaluation of this bid. Our terms are \_\_\_\_\_. If this blank is not filled in, it is understood that a discount of 2% is allowed for payment by the 20th day after receipt of invoice.

Please indicate length of time required, in calendar days, for delivery/completion/pickup after notification of award (oral or written), as this may be a factor in making award. \_\_\_\_\_

All prices shall be F.O.B.: Addison-Evans Water Production and Laboratory Facility, 13400 Hull Street Road, Midlothian, VA 23112. Freight, delivery costs, and incidental charges shall be included in the bid price(s).

In compliance with this Invitation for Bid #03-35148-8886 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Chapter 12, Title 18.2, 498.4 of the *Code of Virginia*, 1950, as amended. Furthermore, I understand that fraudulent and collusive bidding is a crime under the Virginia Governmental Frauds Act, the Virginia Government Bid Rigging Act, and Virginia Antitrust Act, and Federal Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

**Complete Legal Name of Firm:** \_\_\_\_\_

**Order From Address:** \_\_\_\_\_  
\_\_\_\_\_

**Remit To Address:** \_\_\_\_\_  
\_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (type/print):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Fed ID No.:** \_\_\_\_\_ **Phone (\_\_\_\_)** \_\_\_\_\_ **Fax (\_\_\_\_)** \_\_\_\_\_

**We hereby provide the following information to Chesterfield County regarding our business. We understand that it is provided for statistical purposes only and all firms submitting bids will receive equal consideration.**

**Minority Business Enterprise:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Woman-Owned Business:** Yes \_\_\_\_\_ No \_\_\_\_\_

**Chesterfield Business:** Yes \_\_\_\_\_ No \_\_\_\_\_